AEP Communications, LLC

PUBLIC SERVICE COMMISSION

TELECOMMUNICATIONS SERVICE TARIFF

AEP COMMUNICATIONS, LLC

This Tariff contains the regulations and rates applicable to the furnishing of intrastate point to point and access communications service provided by AEP Communications, LLC throughout the entire state of Kentucky.

ISSUED:

EFFECTIVE:

APR 05 1998

ISSUED:

FURSUANT TO 807 KAR 5.011.

Issued under authority of the Public Service Commission of Kentucky in Case No. TION 9 (1)

BY: SHOWARD BULL

SECRETARY OF THE COMMISSION

David Keller, Director of Carrier Markets

AEP Communications, LLC

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

Kentucky Tariff No. 1

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Kentucky Tariff No. 1

TELECOMMUNICATION SERVICES TARIFF

SECTION 1: DEFINITION OF TERMS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

Acceptance Testing: Normal testing procedures by which a circuit is deemed ready for service.

<u>Additional Engineering Charges</u>: Charges applicable for engineering services done outside the normal engineering parameters. Any charge incurred will be presented to the Customer before actual billing of charge.

<u>Administrative Change:</u> A customer-initiated request or activity which results in a change of the carrier's documentation of records.

Administrative Charge: The charge customers are assessed for the provisions of administrative services by the Company, including the consolidation of billings and financing.

<u>Applicant:</u> A carrier, firm, partnership, association, company, corporations, government agency or other entity which makes an applications for service in order to subscribe to the service or facilities, as provided by the carrier.

<u>Applications for Service</u>: A standard Company Order form which includes all technical and descriptive information which will enable the Company to provide the communication services or facilities, or both, as requested by the Applicant and as provided by the carrier.

<u>Authorized User:</u> A carrier, person, firm, partnership, association, company, corporation, government agency, or other entity which is a customer or authorized by the Company's customer to receive or send communications.

<u>Bandwidth:</u> The total line rate, expressed in bits per second; and allocated for a circuit which provides the path for transmission of voice, data, and/or video to or from the Customer's or User's Premises.

<u>Circuit or Channel:</u> The unit of bandwidth utilization for any given speed of service.

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<u>Cancellation:</u> A customer-initiated request to discontinue processing of a service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each dedicated access line canceled from a service order prior to its completion if the . Company has already processed the service request, and performed engineering and work to facilitate service initiation.

<u>Carrier:</u> A company which provides communications circuits.

<u>Carrier Serving Office:</u> The point-of-presence of any carrier where service originates or terminates.

Channel Mileage: Distance calculated between two Company Points of Presence.

<u>Channel Mileage Termination:</u> The point at which the Company's channel originates, terminates or drops for the insertion or removal of a customer's signal.

Company: AEP Communications, LLC

<u>Company Disconnect Credit</u>: Credit for the disconnection of service or the provision of equipment where the final service period is less than the monthly billing period.

<u>Company Terminal Location:</u> A Company Facility location from which Company Services or facilities, or both, described herein are provided.

<u>Cooperative Acceptance Testing:</u> Joint Acceptance Testing by both the Company and the Customer.

<u>Customer:</u> The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company. The customer is responsible for the payment of all of the Company's rates and charges for such services in compliance with the provisions of this Tariff and the contract entered into between the customer and the Company.

<u>Customer Provided Equipment:</u> Terminal equipment, as defined herein, provided by a customer.

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SEDETARY OF THE COMMISSION

<u>Dedicated Access Line (DAL):</u> A connection which provides a channel/circuit for transmission of voice, date and/or video which is dedicated for the sole use of the Customer.

<u>Dedicated Leased Line:</u> Service which provides the customer with an exclusive dedicated connection between two or more Company Terminal Locations.

<u>DS-1</u>: Digital service level 1 in the hierarchy of digital signal levels; a 1.544 Mbps digital signal comprised of 24 multiplexed DS-0 circuits that is carried over a T-1 facility.

<u>DS-3</u>: Digital service level 3 in the hierarchy of digital signal levels; a 44.736 Mbps digital signal comprised of 28 multiplexed DS-1 circuits that is carried over a T-3 facility.

<u>Duplex:</u> An operation which permits Customers or Users to communicate in both directions simultaneously.

<u>Disconnection</u>: The disconnection of an installed circuit, dedicated access line, or other dedicated facility used for existing service.

<u>Expedited Service Order:</u> A service order which, in compliance with a customer request, is completed in a time period shorter than the Company's standard service interval.

<u>Fiber Optic Cable:</u> A cable that contains thin filaments of glass through which light beams are transmitted over long distances and which can carry enormous amounts of data. Modulating light on thin strands of glass produces major benefits in high bandwidth, low power consumption, total insensitivity to electromagnetic interference and small space needs requirements. All these benefits have great attraction to anyone who needs vast, clean transmission capacity.

<u>Installation:</u> The connection of a circuit, or dedicated access line, or other dedicated facility for new or additional service.

Kbps: one thousand bits per second.

Mbps: One million bits per second.

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LEC: Local Exchange Carrier.

<u>Local Facilities</u>: Any facility providing interconnection between a customer's premises and the Company terminal location.

<u>Moves:</u> Changes in the physical location (whether on the same or difference Premises) of service components and items of equipment provided by the company, without discontinuance of service, when made at the request of the customer.

Nonrecurring Charges: One-time charges that apply for specific work activity performed by the Company.

Order: A single request by a customer subscribing to facilities provided by the company.

Other Carrier: A person, firm, corporation, or entity, which provides communication services or facilities, or both, including but not limited to, exchange carriers, electronic message service carriers, resellers, interconnection companies.

ODS: Optical Digital Service is defined in Section 3.

<u>Outage Credit</u>: Credit allowance for an interruption of service or equipment, which starts when the customer notifies the Company, credited on a prorated basis.

<u>Physical Change:</u> The modification of an existing circuit, dedicated access line or port, made at the request of the customer, requiring equipment or facility rearrangement.

<u>Point of Presence (POP)</u>: The facility of any carrier which allows origination or termination of communications services.

<u>Premises:</u> A building on continuous property not separated by a public right-of-way.

Station: The space designated by the Customer at its place or places of business or residence for termination of the Company service, whether for its own communications needs or for the Company service, whether for its own communications needs or for the Company service, whether for its own communications needs or residence for termination of the Company service, whether for its own communications needs or residence for termination of the Company service, whether for its own communications needs or residence for termination of the Company service, whether for its own communications needs or residence for termination of the Company service, whether for its own communications needs or residence for termination of the Company service, whether for its own communications needs or residence for termination of the Company service, whether for its own communications needs or residence for the Company service.

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<u>Service Order:</u> A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communications service.

<u>Service Rearrangements:</u> Changes to existing services that may be either administrative or physical.

<u>Special Services</u>: Service which is deemed to be any request for service which is not defined.

<u>T-1:</u> A digital carrier circuit, capable of transmitting and receiving 1.544 Mbps for voice, data and/or video.

<u>T-3:</u> A digital carrier circuit, capable of transmitting and receiving 44.736 Mbps for voice, data and/or video.

<u>Terminal Equipment:</u> Devices, apparatus and their associated wiring, such as teleprinters, telephone hand sets or data sets.

<u>Terminal Location:</u> Any Company Facility location from which Company Services or facilities, or both, described herein are provided.

<u>Transmission Speed:</u> Data transmission speed or rate, in bits per second (bps).

<u>User:</u> A person, firm, or corporation who is designated by the Customer as a "user" of the Company services to the Customer. A user must be specifically named in the Customer's application for services.

<u>Voice Grade Channel</u>: A channel which provides voice frequency transmission capability.

<u>Volume Discount:</u> A pricing concept which rewards large volume users.

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SECTION 2: RULES AND REGULATIONS

2.1 Conditions and Obligations of Customer

- General Customer Conditions. The Company services may be used for the transmission 2.1.1 of communications of the Customer and Users provided that:
 - The Customer has entered into a written contract with the Company, substantially A. embodying the terms and conditions described herein.
 - B. The Customer shall not use the company services for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking.
 - C. The Customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the company services it offers and to assure that the service arrangement is in accordance with provisions of this Tariff and the contract entered into between the Customer and the Company.
- 2.1.2 General Customer Obligations. The Customer shall be responsible for:
 - Ensuring compatibility of equipment and systems provided by the Customer or A. User with the interface equipment provided and/or sanctioned by the Company.
 - B. Damage to facilities of the Company caused by the negligence or willful act of the Customer or User. The Customer shall shut down its transmission of signals, if Company determines that said transmission is causing interference to others.
 - C. Reimbursing the Company for any loss occasioned by the theft of the Company's facilities installed on the Customers or User's Premises.
 - D. The provision of the power required to operate the Company's facilities installed on the Customer's or User's Premises.

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BY Stephand Bull SECRETARY OF THE COMMISSION

- E. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the facilities of the Company. The customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.
- F. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the facilities and equipment of the Company.
- G. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
- H. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of any agent's authority shall not be binding on the company.
- I. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.
- J. Customer shall arrange access to any of the rights-of-way, conduit and equipment space starting at and from the point of entry to the Customer's location to the termination point where service is finally delivered to Customer at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore Services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided

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conduit at any splice or junction box. No credit allowance will be made for the period during which service is interrupted for such purposes.

K. Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the Services, as specified by Company, at each Customer termination point, without charge or cost to Company. Customer agrees to take good care of premises equipment and building wiring provided by Company as part of the Services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in Customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by Customer to comply with lease or other contractual obligations to which Customer is a party.

2.2 Obligations of the Company

2.2.1 <u>Undertaking:</u> The undertaking of the Company is to furnish service as limited by the terms and conditions of the Tariff and contract entered into between the Customer and the Company, and is also dependent upon Company's ability to secure and retain, without unreasonable expense, suitable facilities and rights for construction and maintenance thereof.

2.2.2 <u>Limitations:</u>

A. The Company shall not be responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by a Customer or User. The Company's service is not represented as adapted to the use of such Customer equipment. The responsibility of the Company shall be limited to the furnishing of service and to maintenance and operation of such service. The PUBLIC SERVICE COMMISSION

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furnishing of service will require certain physical arrangements of the facilities of the Company and is, therefore, subject to the availability of such facilities. Service is offered subject to the availability of the necessary facilities and/or equipment and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company and further subject to the provisions of this tariff. The Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

- B. Title to all facilities provided by Company under these regulations remains with the Company.
- C. The Company reserves the right to limit or to allocate assigned transmission paths at its discretion or to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control. The Company may also, without obtaining the further consent from Customer, assign any rights, privileges, or obligations under this tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

2.2.3. <u>Liability and Indemnification:</u>

A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service where the same is caused by negligence of the Customer or User. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work. Any liability of the Company

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arising out of the foregoing or for failing to maintain proper standards or maintenance and operations or for failing to exercise reasonable supervision shall in no event exceed, and shall be limited to an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission occurs. Customer's sole remedy for such mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or for failing to maintain proper standards or maintenance and operations or for failing to exercise reasonable supervision shall be limited as set forth above.

- B. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
- C. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or User resulting from the furnishing of facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.
- D. The Company shall be indemnified and saved harmless by the Customer or User against:
 - 1. Claims for libel, slander, and infringement of copyright arising from the material transmitted over the facilities.
 - 2. Claims for infringement of patents arising from, combining with, or using in connection with, facilities furnished by the Company, and systems or apparatus of the Customer or User; and

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- 3. All other claims arising out of any act or omission of the Customer or User in connection with the facilities provided by the Company.
- E. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents. In no event will the Company be liable for interruptions of service caused as a result of routine maintenance, testing or adjustment of facilities.
- F. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: loss of power, acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- G. The Company shall not be liable for any act or omission of any entity furnishing to the Company, or to the Company's Customer's facilities or equipment used for or with the Service that the Company offers. The Company shall not be liable for loss or interruptions in service or for any damages or losses due to the fault or negligence of the Customer or of any authorized entity connected to the Service of the Customer or due to the failure or malfunction of Customer-provided or authorized entity-provided equipment or facilities or due to the failure of the Customer to fulfill any obligation under this tariff.
- H. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

2.2.4. Provision of Facilities

- A. Upon agreement between the Company and the Customer, the company will provide all facilities necessary for service.
- B. Service furnished by the Company will be furnished at the rates contained in this Tariff, provided the necessary facilities are available. Where facilities are not available, and/or additional expenditures are involved in making them available, the Customer may be required to pay additional charges in accordance with this tariff to cover the unusual expenditures, or to contract for service beyond the initial period, or both.

2.3 Interconnections

- A. Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense. The Customer shall be responsible for damage to the facilities of the Company caused by the negligence or willful act of the Customer or User.
- B. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs and under this tariff. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Company's facilities, and in this case the Customer shall secure all

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licenses, permits, and other arrangements necessary for such interconnections.

- **2.4 Minimum Service Period.** The minimum service period for which service will be provided by the Company to the Customer (the "Minimum Service Period") shall be the period specified in the contract between the Customer and the Company, but shall not be less than twelve (12) months, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.
- **2.5** Commencement of Service. A prospective customer desiring service from the Company shall enter into a written contract with the Company specifying the services to be provided by the Company and the terms and conditions applicable thereto. The Company will not provide services to the customer until such a contract has been executed.

2.6 Payment of Rates and Charges.

- A. The Customer is responsible for payment of all rates and charges as specified in this Tariff for services furnished by the Company, to the Customer or User. The Customer or User will be billed monthly, in advance, for the services provided by the Company. Each bill for monthly recurring rates shall be due upon receipt and payable at the Company's general office or at such other places as may be designated by the Company. Nonrecurring charges are payable within 30 days. Any billing errors, including incorrect Tariff application, shall be adjusted to the known date of error or for a period of one year, whichever is shorter.
- B. Service is provided and billed on a monthly (30 day) basis, beginning on the date that service becomes effective.
- C. If written notice of a dispute as to a charge is not received by Company, the invoice shall be considered correct and binding on the Customer.

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2.7 Cancellation of Service by Company.

- A. Unless modified by a special contract approved by the Commission, the Company, by twenty five (25) days written notice to the Customer, may discontinue service or cancel an application for service, without incurring any liability, upon:
 - 1. Nonpayment of any sum due by customer to the Company; or
 - 2. A violation of any material condition governing the furnishing of service as specified in this tariff or in the contract for service between the Customer and the Company.

2.8 Cancellation of Service by the Customer Prior to End of Minimum Service Period.

- A. Service may be canceled by the Customer only on thirty (30) days prior written notice to the Company.
- B. When the Customer cancels the service prior to the end of the Minimum Service Period, the Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

2.9 Cancellation of Application for Service.

- A. Where the prospective Customer cancels an application for service prior to the start of installation or special construction of facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started when the company incurs any expense in connection therewith or in preparation thereof which would not otherwise have been incurred, provided;
 - 1. The Customer has advised the Company to proceed **public CERNSCALDOWN**, SSION OF KENTUCKY EFFECTIVE

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or

2. The Company has advised the Customer that, in accordance with his order, it is commencing the installation.

2.10 Maintenance and Testing.

- A. Company may, upon reasonable notice, make such tests and inspections as may be necessary to maintain the Company's facilities, as well as to determine whether the requirements of this tariff are being complied with in the operation, and maintenance of the Company's equipment. The Company may interrupt the service at any time, without penalty to itself, for such purposes stated above.
- B. Upon reasonable notice, the facilities provided by the Company shall be made available to the company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.11 Interruption of Service.

- A. Credit for failure of service or equipment will be allowed when such failure is caused by or occurs in facilities or equipment provided by the Company.
- B. No credit will be allowed for failure of services due to:
 - 1. User-provided facilities.
 - 2. Negligence or willful acts of the authorized user.
 - 3. Unauthorized use by agents, employees, or representatives of the authorized user.
- C. Credit allowance for failure of service or equipment starts when the customer notifies the Company of the failure, and ceases when service has been restored

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APR 05 1998

PURSUANT TO 807 KAR 5011, SECTION 9 (1) BY: Stephan Ball

and/or the equipment becomes operational.

- D. The customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the authorized user-provided facilities.
- E. Credit will be allowed only for disabled portions of the service or equipment.
- The Company at its option may deny a customer request for credit in accordance F. with Section 2.11, Paragraph C., where notification of alleged inferior or inadequate service has not been received by the Company's service department within twentyfour (24) hours of the occurrence. No credit will be allowed absent such notification.
- G. For the purpose of this tariff, all months contain thirty (30) days. Service and equipment offered by the Company are on a twenty-four (24) hour per day, seven (7) days per week basis unless specifically stated otherwise.
- H. For purposes of credit computations, every month shall be considered to have seven hundred-twenty (720) hours.
- Ĭ. No credit shall be allowed for an interruption of less than two (2) hours.
- J. The customer shall be credited for an interruption of service on a prorated basis for the facilities affected for each period of two (2) hours or additional majority fraction thereof.

2.12 Terminal Equipment.

A. The Company's facilities and service may be used with or terminated with customer-provided terminal equipment and/or customer - provided communication systems, such as teleprinters, handsets or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all

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costs at his/her premises, including customer personnel, wiring, electrical power and the like, incurred in his/her use of Company's facilities and service, except as otherwise provided.

- B. When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set by the Company, and generally accepted in the telephone industry.
- C. If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence of a possibility of harm to Company's equipment, personnel, or the quality of service to other customers, Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Company may, upon written notice, terminate the customer's service immediately.
- **2.13** Company Disconnect Credit. Where the Company disconnects a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.14 Special Services.

A. <u>Service Description</u>. For the purpose of this tariff, Special Services is deemed to be any request for service that is not defined in Section 3.

B. Specific Regulations

- 1. If at the request of the customer, the Company obtains facilities not normally used to provide service to its customers, the costs incurred will be billed as a Special Service.
- 2. If at the request of the customer, the Company' provides technical assistance not normally required to provide service, the costs involved

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will be billed to the customer as a Special Service.

- 3. Where special signaling, conditioning, equipment or other features are required to make customer-provided equipment efficient and compatible with the Company service, the cost of providing necessary equipment and materials and all associated installation costs including engineering, labor, supervising and transportation costs will be billed to the customer as a Special Service.
- 2.15 After Hours Installation and/or Maintenance Charge. When at the specific request of the customer, installation and/or routine maintenance is performed outside of the regular business hours, additional Special Service charges apply. Special Service charges will be based upon the actual labor, material and other costs incurred by or billed to the Company in the provision of these Special Services. Such circumstances include but are not limited to, stand-by in excess of one hour, weekend, holiday, or night time cut-over, and additional installation testing in excess of the normal testing required to provide service.
- 2.16 Special Promotional Offerings. The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed 90 days on a per customer basis, for non-optional, recurring charges, designed to attract new customers or to increase existing customer awareness of a particular tariff offering). Requests for promotional offerings will be presented to the commission in accordance with the rules, and regulations established by the Commission.
- **2.17 Discounts.** The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day") for services.
- 2.18 Late Payments. Payment will be due upon receipt of the invoice. Interest at the rate of 1.25% per month (unless a lower rate prescribed by law, in which event at the highest rate allowable by law) may be applied in accordance with the Company's Standard credit policy to any unpaid amount commencing thirty (30) days after the statement date.

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SECTION 3: SERVICE DESCRIPTION

- 3.1 Optical Digital Service (ODS). Optical Digital Service (ODS) channels provide digital transmission at the discrete bit rates of 1.544 Mbps and 44.736 Mbps. ODS services are provided over a fiber optic backbone and will be in two categories:
 - A. ODS DS-1: ODS DS-1 service is comprised of channels operating at the terminating bit rate of 1.544 Mbps.
 - B. ODS DS-3: ODS DS-3 service is comprised of channels operating at the terminating bit rate of 44.736 Mbps.

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3.2 Voice Grade Service. (Service is currently not offered)

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SECTION 4: PRIVATE LINE SERVICE

- **4.1 Private Line Service.** Private Line Service provides a transmission path to connect customer designated premises, directly, through one or more Company Hubs where bridging or multiplexing functions are performed.
 - 4.1.1 Acceptance Testing. At no additional charge, the Company and the Customer will cooperatively test, at the time of installation, the circuits to meet the agreed upon standards. Acceptance is considered to take place upon completion and approval of all tests. Billing will commence upon acceptance.
 - 4.1.2 <u>Trouble Reporting</u>. The Company will be responsible for receiving from Customer, trouble reports sectionalized to the Company facilities and/or equipment. The Company will test cooperatively or independently to assist in trouble sectionalization. Other charges as described in this tariff will still apply.
- 4.2 Rate Regulations.
 - 4.2.1 <u>Applicable Territory Covered</u>. The Company intends to offer service throughout the Commonwealth of Kentucky.
 - 4.2.2 <u>Availability of Service</u>. The Company intends to offer service to carriers and commercial accounts in accordance with the terms of this tariff..
 - 4.2.3 Rates, Minimum Charge, Delayed Payment. The Company will utilize the rates set forth in Sections 6.1 through 6.4 for service contracts with a minimum of twelve months, as stated in Section 2.4. Delayed payments will be handled in accordance with Section 2.18.
 - 4.2.4 <u>Term.</u> The Company intends to offer service for a minimum of 12 months in accordance with Section 2.4.

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- 4.2.5 <u>Rate Categories</u>. There are four basic rate categories which apply to Private Line Service:
 - Local Distribution Channel (LDC)
 - Channel Mileage Terminations
 - Channel Mileage
 - Optional Features and Functions
 - A. Local Distribution Channel (LDC). The Local Distribution Channel (LDC) rate category provides for the communications path either from the customer's origination point to the AEP Communications, LLC Hub, or from the Hub to the Customer's destination point. This charge will apply even if the customer designated premises and the AEP Communications, LLC. Serving wire center are co-located in the same building.
 - B. <u>Channel Mileage Termination</u>. The Channel Mileage Termination rate category provides for the termination of transmission facilities between the AEP Communications, Inc. Hubs associated with two customer designated premises. The Channel Mileage Termination charge does not apply to circuits which have no Channel Mileage.
 - C. <u>Channel Mileage</u>. The Channel Mileage rate category provides for the transmission facilities between the Company Hubs associated with two customer designated premises. Channel Mileage is portrayed in two elements: fixed per band and rate per mile. Notwithstanding the foregoing, however, the Company will not switch local calls.
 - D. Optional Features and Functions. The Optional Features and functions rate category provides for optional features and functions which may be added to a Private Line Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of PUBLIC SERVICE COMMISSION

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equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Multiplexing
- E. The following diagram depicts service connecting two customer designated premises located 10 miles apart.

Premise	AEP Commun	nications	AEP Commun	nications	Premise
A	Hub		Hub		В
XLDC	C M T	CM	C M T		CX

LDC - Local Distribution Channel
CMT - Channel Mileage Termination
CM - Channel Mileage
AEP Hub - AEP Communications, LLC Servicing Center

Applicable rate elements are: LDC - Two (2) applicable

CMT - Two (2) applicable

CM - 10 Miles

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- **4.2.6** Types of Rates and Charges. There are two types of rates and charges. They are monthly recurring rates and nonrecurring charges. The rates and charges are described as follows:
 - A. <u>Monthly Recurring Rates</u>. Monthly rates that apply each month or fraction thereof that Private Line Service is provided. For billing purposes, each month is considered to have 30 days.
 - B. <u>Nonrecurring charges</u>. Nonrecurring charges are one-time charges that apply for specific work activities. Maximum charges for such activities, otherwise not contained in the monthly rates and charges Section 6 of this Tariff, will be as follows:
 - \$70.00 per hour
 - \$17.50 per quarter hour
 - \$ A minimum bill of one hour

The minimum charge will be one half the maximum charge. These hourly charges will be for the following:

- 1. The charges specified do not contemplate work being performed by the Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than normal working hours or days (9:00 am 5:00 PM, Monday through Friday), or on AEP Communications, Inc. recognized national holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day), or if the Customer interrupts work once begun, an additional charge based upon actual costs incurred by the Company will be imposed.
- 2. <u>Installation of Interface Equipment</u>: The Company's charges for modem light source and receiver installation shall be based on the per person

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hour labor rate of the Company in effect at the time the work is performed.

- 3. <u>Installation of Lateral Cable</u>: The Company's charges for installation of lateral cable within the Premises from the vertical riser to the Customer's or User's Station will be based upon the Company's costs of providing such service. Such cost will be determined based upon all relevant elements of cost, including, but not limited to:
 - (1) Site Survey
 - (2) Physical Design
 - (3) Contractor/Construction Costs
 - (4) Rights of Way
 - (5) Equipment
 - (6) Engineering
 - (7) Construction
 - (8) Depreciation
 - (9) Operations
 - (10) Maintenance
 - (I 1) Applicable license fees, preparation costs and associated legal expense.
 - (12) Applicable Taxes
 - (13) Rate of Return Contingencies
 - (14) Administration Charges
- 4. <u>Special Construction/Individual Contract Basis Arrangements:</u> Upon request or in response to competitive request for proposal or for non-standard services, the Company will develop a responsive individual contract billing arrangement for services offered in this tariff, the Company will engage in special construction to provide any of the communications services it is lawfully able to provide, subject to the conditions contained in this Tariff and the contract between the Customer and the Company. The Company's charges for special construction services will be based upon the Company's cost of providing such services. The cost will be

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determined based on all relevant elements of cost, including, but not limited to:

- (1) Site Survey
- (2) Physical Design
- (3) Contractor/Construction Costs
- (4) Rights of Way
- (5) Equipment
- (6) Maintenance
- (7) Administration Charges

Prices quoted in response to requests for proposal or for non-standard services may be different from those in effect in this tariff but will be set at a level that is at least equal to the relevant incremental costs for the requested service. Such price will also be available for similarly situated customers. Appropriate cost support will be submitted to the Commission if required.

An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.

Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the Commission.

- 5. <u>Move Charge:</u> The Company's charge for a move of a station to a new location on the same or different Premises shall be the Company's actual cost incurred in connection with such move.
- 6. <u>Maintenance and Service Charge:</u> The Customer shall, be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or facilities provided by the Customer or User. Said cost shall be based upon the current per-person hour labor rate of the Company in effect at the time of the visit.

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SECTION 5: ACCESS SERVICE

5.1 Access Service. Access Service provides a transmission path to connect customer designated premises and a Company POP.

NOTE: Access to LEC facilities is the responsibility of the customer. In the event that the Company acts as the agent for the Customer in obtaining that access, the Company may bill the Customer on the LEC's behalf; the rates charged on behalf of the LEC will be those contained in the LEC tariff on file with the Commission. Plus an access coordination fee (ACF) and Company POP connection charge (PCC).

The connections provided by Access Service can be either analog or digital. Analog connections are differentiated by spectrum and bandwidth. Digital connections are differentiated by bit rate.

- 5.1.1 <u>Basic Channel Type</u>. There are two types of channels used to provide Access Services. Each type has its own characteristics. All are subdivided by one or more of the following:
 - Transmission specifications
 - Bandwidth
 - Speed (i.e., bit rate)
 - Spectrum

To order a channel, customers choose certain basic channels and select from a list of available transmission parameters and channel interfaces, those that they desire to meet specific communications requirements. For purposes of ordering channels, each has been identified as a type of Access Service. However, such identification is not intended to limit a customer's use of the channel nor to imply that the channel is limited to a particular use.

Following is a list of the available basic channel types:

A. Optical Digital Service (ODS) - A channel for the transmission of digital signals which ranges from 2.4 Kbps to 44.736 Mbps.

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- B. <u>Voice Grade</u> A channel for the transmission of analog signals within an approximate bandwidth of 300-3000 Hz.
- 5.1.2 <u>Acceptance Testing</u>. At no additional charge, the Company and the Customer will cooperatively test, at the time of installation, the circuits to meet the agreed upon standards. Acceptance is considered to take place upon completion and approval of all tests. Billing will commence upon acceptance.
- 5.1.3 <u>Trouble Reporting</u>. The Company will be responsible for receiving from Customer, trouble reports sectionalized to the Company facilities and/or equipment. The Company will test cooperatively or independently to assist in trouble sectionalization. Other charges as described in this tariff will still apply.

5.2 Rate Regulations.

- 5.2.1 <u>Rate Categories</u>. There are four basic rate categories which apply to Access Service:
 - Local Distribution Channel (LDC)
 - Channel Mileage Terminations
 - Channel Mileage
 - Optional Features and Functions
 - A. <u>Local Distribution Channel (LDC)</u>. The Local Distribution Channel (LDC) rate category provides for the communications path from the customer designated premises to the LEC central office. This charge will apply even if the customer designated premises and the LEC serving wire center are colocated in the same building.
 - B. <u>Channel Mileage Termination</u>. The Channel Mileage Termination rate category provides for the termination of transmission facilities between LEC central offices associated with a customer designated premises and an a Company POP. The Channel Mileage Termination charge does not apply to circuits which have no Channel Mileage.

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- C. Channel Mileage. The Channel Mileage rate category provides for the transmission facilities between the LEC central offices associated with a customer designated premise and a Company POP. Channel Mileage is portrayed in two elements: fixed per band and rate per mile.
- Optional Features and Functions. The Optional Features and functions rate D. category provides for optional features and functions which may be added to a special Access Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Multiplexing

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Kentucky Tariff No. 1

TELECOMMUNICATION SERVICES TARIFF

E. The following diagram depicts access service connecting a customer designated premise and a Company POP located 10 miles away.

LDC - Local Distribution Channel

CMT - Channel Mileage Termination

CM - Channel Mileage

Company POP - AEP Communications, LLC Servicing Center

Applicable LEC rate elements are:

LDC - Two (2) applicable

CMT - Two (2) applicable

CM - 10 Miles

- **5.2.2** Types of Rates and Charges. There are two types of rates and charges. They are monthly recurring rates and nonrecurring charges. The rates and charges are described as follows:
 - A. <u>Monthly Recurring Rates</u>. Monthly rates that apply each month or fraction thereof that an Access Service is provided.
 - B. <u>Nonrecurring charges</u>. Nonrecurring charges are one-time charges that apply for specific work activities.
 - Special Construction/Individual Contract Basis Arrangements: Upon request or in response to competitive request for proposal or for non-standard services, the Company will develop a responsive individual PUBLIC SERVICE COMMISSION

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contract billing arrangement for services offered in this tariff, the Company will engage in special construction to provide any of the communications services it is lawfully able to provide, subject to the conditions contained in this Tariff and the contract between the Customer and the Company. The Company's charges for special construction services will be based upon the Company's cost of providing such services. The cost will be determined based on all relevant elements of cost, including, but not limited to:

- (1) Site Survey
- (2) Physical Design
- (3) Contractor/Construction Costs
- (4) Rights of Way
- (5) Equipment
- (6) Maintenance
- (7) Administration Charges

Prices quoted in response to requests for proposal or for non-standard services may be different from those in effect in this tariff but will be set at a level that is at least equal to the relevant incremental costs for the requested service. Such price will also be available for similarly situated customers. Appropriate cost support will be submitted to the Commission if required.

An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.

Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the Commission.

C. <u>Move Charge:</u> The Company's charge for a move of a station to a new location on the same or different Premises shall be the Company's actual cost incurred in connection with such move.

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- D. <u>Maintenance and Service Charge:</u> The Customer shall be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or facilities provided by the Customer or User. Said cost shall be based upon the current per-man hour labor rate of the Company in effect at the time of the visit.
- E. Other Charges:

Access Service:	Monthly Recurring Per Circuit	Monthly Recurring Per Circuit
	<u>ACF</u>	<u>PCC</u>
<u>DS-1</u>	<u>\$85</u>	<u>\$270</u>
<u>DS-3</u>	<u>\$125</u>	<u>\$450</u>

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SECTION 6: MONTHLY RATES AND CHARGES

The Company's Price List contains the rates for the Company's services.

	Monthly Extension	Co	Recurring Chartract Pourment	•	
	Rate	12 Months	ntract Payment 24 Months	36 Months	60 Months
6.1 ODS DS-1 Se	ervice				
(A) Local Distribu	tion Channel (L	LDC) [Per point	of Termination	n]	
1.544 Mbps - LDC	\$ 250	\$225	\$200	\$185	\$170
(B) Channel Mileag	ge Termination	(CMT) [Per po	int of Mileage	Termination]	
1.544 Mbps	\$50	\$48	\$44	\$40	\$36
(C) Channel Mileage (CM) [Per Mile]					
1.544 Mbps	\$16	\$14	\$13	\$12	\$11
(D) Optional Features and Functions					
Multiplexing per arrangement	\$265	\$245	\$220	\$210	\$185

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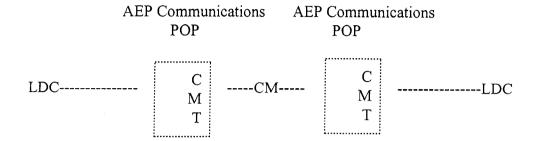
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6.2 ODS DS-3 Service (44.736 Mbps)



(A) Local Distribution Channel (LDC) [Per point of Termination]

44.736 Mbps	Monthly	12 Month	24 Month	36 Month	60 Month
- 1 DS-3	\$2,420	\$2,270	\$2,045	\$ 1,930	\$1,705
- 2 DS-3 (per DS-3)	\$2,062	\$1,912	\$1,720	\$ 1,625	\$1,435
- 3 DS-3 (per DS-3)	\$1,899	\$1,781	\$1,605	\$1,513	\$1,335
- 6 DS-3 (per DS-3)	\$1,800	\$1,650	\$1,485	\$1,405	\$1,240
12 DS-3 (per DS-3)	\$1,556	\$1,406	\$1,265	\$1,200	\$1,055

(B) Channel Mileage Termination (CMT) [Per point of Mileage Termination]

44.736 Mbps	\$ 460	\$ 400	\$ 360	\$340	\$300	
(C) Channel Mileage (CM) [Per Mile]						
44.736 Mbps	\$ 140	\$ 125	\$ 115	\$ 110	\$95	
(D) Optional Features and Functions						
44.736 Mbps Multiplexing per						

\$ 700

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\$ 630

\$575

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\$850

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arrangement

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\$525

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TELECOMMUNICATION SERVICES TARIFF

6.3 Nonrecurring Charges. Nonrecurring charges are one-time charges that apply for specific work activities. The charges applicable to ODS service described in Sections 6.1 and 6.2 for such activities are as follows:

- One time circuit installation* Per DS-1 Per DS-3 \$1,000.00 \$1,500.00

- Specific work activity

Installations* - \$ 50.00 per hour

\$ 12.50 per quarter hourA minimum bill of one hour

- **6.4 Bad Check Charge.** A charge of \$30 will be assessed for all checks returned by drawee bank or other financial institution.
- **6.5** Sample Billing Format. The Company intends to use a billing format in substantially the same format as follows:

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

Effective:

David Keller, Director of Carrier Markets

AEP Communications, LLC

Issued

1 Riverside Plaza, Columbus, OH 43215

SECTION 9 (1) BY: Skatan Bull

^{*} Installation waived for term commitments of 36 months and above.